

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

TOWN OF SEEKONK

AND

THE FRATERNAL ORDER OF POLICE
MASS C.O.P. LOCAL # 215

JULY 1, 2008 - JUNE 30, 2010

ARTICLE	SECTION	DESCRIPTION	PAGE
		Parties to Agreement	1
		Definitions	1
I	1	Recognition	2
	2	Union Officers & Activities	2
II	1	Management Rights	3
	2	Employee Rights	3
III	1	Seniority	3
	2	Seniority List	3
	3	Seniority Rights Forfeited	4
	4	Work Assignments/Shift Bids	4
	5	Vacation Selection	5
	6	Reduction in Force	5
IV	1	Duties	5
	2	Detail to Other Departments Prohibited	5
V	1	Standard Work Schedule Hours	6
	2	Alternate Work Schedule Hours	6
	3	Meal and Coffee Breaks	6
	4	Bereavement Leave	6
	5	Shift Exchange	7
VI	1	Paid Holidays	7
	2	Personal Day	7
VII	1	Salaries	8
	2	Detective Pay Differential	9
	3	Officer-in-Charge Differential	9
	4	Incentive Pay	9
	5	Longevity Pay	10
	6	Military Training Pay	10
VIII	1	Sick Leave	10
	2	Sick Leave Incentive	11
	3	In Line of Duty Illness or Injury	11
	4	Light Duty	12
	5	Family and Medical Leave	13
	6	Infectious/Contagious Disease - Vaccinations	14
	7	Control Officer	14
IX	1	Vacations	14

ARTICLE	SECTION	DESCRIPTION	PAGE
X	1	Clothing Allowance	15
	2	Cleaning & Maintenance Allowance	15
	3	Eyeglasses	15
XI	1	Overtime, Time and One Half	16
	2	Compensatory Time	16
	3	Night Pay Differential	17
XII	1	Special Details	18
	2	Holiday Detail Compensation	18
	3	Work Notification Procedure	19
	4	Failure to Comply	19
	5	Waiver of Procedure	19
	6	Sick Clause	19
	7	Field Training Officer Compensation	20
XIII	1	False Arrest Insurance	20
XIV	1	Training and Use of Private Vehicles	20
	2	Mileage Reimbursement Rate	20
XV	1	Health Insurance	20
	2	Insurance	21
	3	Fee for use of Town Rescue Service	21
XVI	1	Retirement	21
	2	Special Officer Appointment	21
XVII	1	Court	22
XVIII	1	Health & Safety Committee	22
XIX	1	Disciplinary Action	22
XX	1	Grievance Procedure	23
XXI	1	Approved Days Off	24
XXII	1	Payroll Deductions	24
	2	Bulletin Boards	25
XXIII	1	Funeral & Burial Expenses	25
XXIV	1	K-9 Officer	25
XXV	1	Duration of Agreement	26
XXVI	1	Promotional Process	26

AGREEMENT

Pursuant to Chapter 150E of the Massachusetts General Laws, this Agreement is made and, unless otherwise noted, shall take effect as of this First Day of July, 2008, by and between the Town of Seekonk and the Fraternal Order of Police, Seekonk Lodge #5/Massachusetts Coalition of Police (Mass C.O.P.), Local #215, AFL-CIO.

DEFINITIONS

The Town of Seekonk, for purposes of this Agreement, shall mean the Board of Selectmen.

Officer shall mean any full time member of the Seekonk Police Department.

Base pay and/or hourly rate for the purpose of this Agreement shall mean the negotiated salary plus all incentive pay earned by said officers.

NOTE: Base pay and/or hourly rate shall be determined for each individual officer and shall be the basis for determining overtime and/or time and one-half.

Probationary Employee: The probation period for all new officers shall commence from the date of graduation from the police academy or upon the date of appointment. For those new officers who have already graduated from a Massachusetts Criminal Justice Training Counsel (MCJTC) full-time recruit officer academy, or an academy accepted by the MCJTC, shall end one year from the date of appointment. Upon agreement with Local 215, the Town may extend the probationary period for an employee by up to two (2) months.

ARTICLE I

SECTION 1 – RECOGNITION

The Town of Seekonk recognizes Seekonk Lodge #5 Fraternal Order of Police - Massachusetts Coalition of Police Local #215, AFL-CIO (Mass C.O.P.) as the sole and exclusive bargaining agent for all permanent, full-time regular members of the Seekonk Police Department for the purposes of collective bargaining relative to wages, salaries, hours, working conditions, benefits, and any other terms and conditions of employment subject to negotiations under Chapter 150E of the General Laws of the Commonwealth of Massachusetts.

The rights of the Town of Seekonk and employees shall be respected and the provisions of this Agreement shall be observed for the orderly settlement of all questions and/or disputes.

SECTION 2 - UNION OFFICERS AND ACTIVITIES

All employees covered by this Agreement, who are officers of the Seekonk Lodge #5, Fraternal Order of Police/Massachusetts Coalition of Police, Local #215, AFL-CIO, (Mass C.O.P.) or who are appointed by this organization, shall be allowed time off with pay for official Lodge business in negotiations and/or conferences with the Town and in the preparation thereof, without requirement to make up said time.

Up to two (2) members of the Lodge's Grievance Committee shall be granted leave from duty with no loss of pay or benefits for all meetings between the Town and the Union and for the time required to prepare and process grievances, when such activity takes place at a time during which such employee is scheduled to be on duty. Whenever practicable, the Chief or his designee shall be notified at least twenty-four (24) hours in advance of the identity of said members.

Members of this Lodge, who attend the annual convention of the Massachusetts Coalition of Police, as official union delegates, shall be excused from duty and from attendance at the Police Station or any other place without loss of pay or benefits for three (3) days. It is the intent of this Lodge to limit the number of delegates to two (2) members who will act as the official representatives of this Lodge to said convention.

The Chief of Police shall grant other reasonable requests for leave with pay for Mass C.O.P. meetings, conventions, and conferences when practicable.

ARTICLE II

SECTION 1 - MANAGEMENT RIGHTS

Except where such rights, powers and authority are specifically relinquished, abridged or limited by the provisions of this Agreement, the Town has and will continue to retain, whether exercised or not, all the rights, power and authority heretofore had by it and except where such rights, powers and authority are specifically relinquished, abridged, or limited by the provisions of this Agreement, it shall have the sole and unquestionable right, responsibility and prerogative of the management of the affairs of the Town, including the right to issue rules and regulations covering the internal conduct of the Police Department as provided by law.

SECTION 2 - EMPLOYEE RIGHTS

A personnel file of all employees shall be maintained and secured in the office of the Town Administrator and Chief of Police. An employee may request to review his/her file. The request shall be made five (5) days prior in writing to the Chief of Police. Only the requesting officer may review his / her file and this will be done under the supervision of the Chief of Police or his designee. Employees have the right to file a rebuttal relative to any document placed in their file. An employee may request to copy any document in his / her personnel provided the request be made in writing to the Chief of Police. The Chief of Police will review all requests and a decision will be rendered based on applicable law.

ARTICLE III

SECTION 1 – SENIORITY

Seniority within the Seekonk Police Department shall commence from the date of appointment as a regular, full-time member. Officers of the same grade shall rank according to the respective dates of their appointment. Two or more officers appointed to the same grade on the same day shall rank in the order of their scores at the police academy. If the scores are the same, they shall rank alphabetically by the first letter of the last name.

SECTION 2 - SENIORITY LIST

All members of the Seekonk Police Department covered by this Agreement shall have their names placed on a seniority list agreed upon by the parties hereto and said list shall be posted in Police Headquarters. Seniority shall be defined as "continuous length of service as a full time police officer in the Town of Seekonk".

SECTION 3 - SENIORITY RIGHTS FORFEITED

If an employee voluntarily resigns or is discharged for just cause, he/she shall lose all seniority rights.

SECTION 4 - WORK ASSIGNMENTS/SHIFT BIDS

The Chief of Police shall conduct an interview and consider seniority, qualifications and initiative as a basis for assigning personnel to specialized units or divisions within the Department. Patrol assignments shall be at the discretion of the Chief of Police, who will consider seniority, whenever possible, before making such assignments. In the event of a possible long-term illness or injury of a bargaining unit member, the Chief of Police shall meet with a representative of the Union to discuss a plan to temporarily transfer personnel.

Each October 1st and lasting until October 31st thereafter, all Officers will have the opportunity to bid on shifts. Prior to January 1st and effective January 15th of each year, the Chief of Police shall post a new work schedule that shall go into effect within two weeks after the posting of the work schedule.

When making assignments, the Chief of Police shall grant each officer his first choice of shifts unless; the Officers more senior to him/her have filled that Officer's first choice. In that instance, the Chief of Police shall grant that Officer his/her second choice of assignments unless that shift has also been filled with a more senior Officer. In the case that the second choice has been filled with a more senior Officer, the Chief of Police shall grant the Officer's third choice of assignments. If the Officer's third choice is filled with more senior Officers, he/she shall be assigned to the last remaining shift.

There will be no work-line bidding. The Chief of Police or his designee will assign work lines.

The Chief of Police shall determine the allocation of ranking officers assigned to each Patrol shift or other Divisions within the Department. The determination of how many ranking officers (i.e., Captains, Lieutenants, or Sergeants) assigned to each patrol shift or Division within the Department shall be made by the Chief of Police. These assignments shall take place in accordance with seniority provisions (otherwise known as a "structural supervisory shift change").

Shifts shall be defined as the following:

12 a.m. to 8 a.m. (0000 – 0800 Hours)

8 a.m. to 4 p.m. (0800 – 1600 Hours)

4 p.m. to 12 a.m. (1600 – 0000 Hours)

Unless otherwise agreed to by the Chief of Police and the Union or during a National, State or Town Emergency.

SECTION 5 - VACATION SELECTION

Vacations shall be selected on a seniority basis by 12:01 a.m. of March 1st of each calendar year.

All vacation requests will be for days to be taken ending on December 31st of the calendar year. All vacation requests for dates from January 1st until March 1st of the coming year will be requested on a separate form to the Scheduling Officer. Any vacation posted after March 1st will be on first come, first serves basis.

Once finalized and posted, vacations may not be changed or exchanged without the mutual agreement of all parties and without the approval of the Chief of Police, or in his absence, the senior ranking officer. Preference shall be given to vacation requests in one week or more increments over individual requested days off.

SECTION 6 - REDUCTION IN FORCE

In the event of reduction in force, layoff shall be in inverse order of hiring and any recall to work shall be by seniority provided said recall shall occur within twenty-four (24) months from the effective date of the reduction in force.

ARTICLE IV

SECTION 1 – DUTIES

The duties of the members of the Police Department shall consist of upholding the Constitution of the United States, the Commonwealth of Massachusetts and all ordinances, by-laws and regulations of the Town of Seekonk.

SECTION 2 - DETAIL TO OTHER DEPARTMENTS PROHIBITED

The Town of Seekonk agrees that members of the Police Department covered in this Agreement whose duties are as defined in ARTICLE IV, SECTION 1, shall not be detailed to other departments of the Town of Seekonk except in the case of an emergency. The Chairman of the Board of Selectmen shall proclaim an emergency. The transfer from one unit to another unit within the Police Department shall be the responsibility of the Chief of Police.

ARTICLE V

SECTION 1 - STANDARD WORK SCHEDULE HOURS

The workweek shall consist of a so-called "four and two" workweek, eight (8) hours per day. Each officer shall work four (4) consecutive days and receive the next two- (2) days off. Days off will regress resulting in weekends off every 5th and 6th week.

SECTION 2 - ALTERNATE WORK SCHEDULE HOURS

Exception to the standard work schedule hours noted in ARTICLE V, SECTION 1 is the following:

The Chief of Police may assign any regular officer to a five- (5) day workweek. Such an alternate work schedule shall be limited to the following work assignments: Detective Division, Court Prosecutor, DARE Officer, School Resource Officer (SRO) and Administrative Captain. In each instance, the assigned officer shall receive seventeen (17) extra administrative days off per year or a proration thereof, which is commensurate with the time spent in said schedule.

If a patrolman/detective is on an administrative day off and wants to work an overtime shift or detail, they would be eligible for that shift or detail according to their seniority standing as if it were a workday for them. (I.e.: A shift is open, all day off officers are asked, and then the seniority list is used. If the officer on an administrative day wishes to work when it gets to him/her, he/she has that option.)

SECTION 3 - MEAL AND COFFEE BREAKS

Members of the Police Department covered by this Agreement shall be allowed thirty (30) minutes for a meal break while still on call. Coffee breaks shall be allowed, provided the officer is available at all times and permission is obtained from the dispatcher or commanding officer.

SECTION 4 - BEREAVEMENT LEAVE

In the event a death occurs in the immediate family of a member of the Police Department covered by this Agreement, the Town of Seekonk agrees to pay such member for time lost, said time not to exceed four (4) working days, for the purpose of attending funeral services and making necessary arrangements therefore. At the discretion of the Police Chief, bereavement leave (not to exceed four days) may be granted to a member of the bargaining unit in instances where a death occurs involving an individual who has a unique relationship with the member of the bargaining unit.

The term "Immediate Family" shall be defined to include father, mother, spouse, children, step-children, grandchildren, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, spouse's grandmother, spouse's grandfather, sister-in-law, brother-in-law, daughter-in-law, son-in-law and domestic partner.

SECTION 5 - SHIFT EXCHANGE

Each member of the bargaining unit shall be allowed the opportunity to exchange a shift or shifts, up to a maximum of ninety (90) consecutive shifts in those instances where he/she is able to secure another officer of similar rank to work in his/her place. Said exchange shall only be approved for an unusual event. Such exchange shall be requested in writing and is subject to the approval of the Chief of Police. It is understood that such exchange shall only occur if there is no additional cost to the Town.

ARTICLE VI

SECTION 1 - PAID HOLIDAYS

All bargaining unit members will be guaranteed twelve (12) paid holidays as follows:

New Years Day	Memorial Day	Veterans Day
M. L. King Day	Independence Day	Thanksgiving Day
President's Day	Labor Day	Christmas Day
Patriot's Day	Columbus Day	The Day after Thanksgiving

Each member of the bargaining unit will receive payment for these holidays, in a lump sum, in the first paycheck for the month of November.

SECTION 2 - PERSONAL DAYS

Every regular police officer covered by this Agreement shall be granted two (2) personal days off with pay provided twenty-four (24) hours notice be given to the Scheduling Officer/Chief or in his absence, the ranking officer in charge. Personal days shall be used during a "calendar" year basis.

ARTICLE VII

SECTION 1 – SALARIES

FY 2009 – Effective July 1, 2008 - 3% increase to base pay for all members.

	ANNUAL	WEEKLY	HOURLY
Patrolman, First Class	\$48,819.36	\$935.24	\$23.38
Patrolman, Second Class	\$46,929.63	\$899.04	\$22.47
Patrolman, Third Class	\$45,260.78	\$867.06	\$21.68
Academy Recruit**	\$41,972.15	\$804.06	\$20.11
Sergeant	\$56,142.26	\$1,075.53	\$26.88
Lieutenant	\$61,756.49	\$1,183.08	\$29.58
Captain	\$67,932.14	\$1,301.38	\$32.54

FY 2010 – Effective July 1, 2009 – 2% increase to base pay

	ANNUAL	WEEKLY	HOURLY
Patrolman, First Class	\$49,795.75	\$953.94	\$23.85
Patrolman, Second Class	\$47,868.23	\$917.02	\$22.92
Patrolman, Third Class	\$46,165.99	\$884.41	\$22.12
Academy Recruit**	\$42,811.59	\$820.14	\$20.51
Sergeant	\$57,265.11	\$1,097.04	\$27.42
Lieutenant	\$62,991.62	\$1,206.74	\$30.17
Captain	\$69,290.78	\$1,327.41	\$33.19

*In accordance with the provisions of Article VII, Section 2

**For this Agreement, Academy Recruit pay is included for reference purposes only. Academy Recruits are not recognized as members of the collective bargaining unit. However, once appointed as probationary officers, recruit pay automatically increases to Third Class, then to Second Class upon completion of the probationary period, then to First Class two years from appointment date.

In the event that the meals tax rate that is currently levied by the Commonwealth is increased, and a portion or all of the resulting increased meals tax revenue is distributed to cities and towns as state aid, and the amount of such distribution to the Town for the fiscal year 2010 is at least \$500,000 (net after any decrease in any category of local aid that is enumerated on the Cherry sheet for fiscal year 2009), then this agreement will be reopened for the limited purpose of renegotiating the amount of the 7/01/09 salary increase.

Any employees receiving "top step of employment" pay as of the date that this agreement is funded by town meeting will be entitled to continue to receive said pay under the terms in effect for the FY06-FY08 agreement.

SECTION 2 – DETECTIVE / PAY DIFFERENTIAL

An officer assigned to the detective division shall receive a pay differential of ten percent (10%) after six months.

SECTION 3- OFFICER-IN-CHARGE / PAY DIFFERENTIAL

Any patrol officer who is assigned the duties and responsibilities of a Sergeant and who receives Educational Incentive compensation will receive the Sergeant's base pay plus the Sergeant's rate of Educational Incentive for the period of assignment to the higher rank.

Whenever a ranking officer is designated by the Chief of Police to serve in the Police Chief's capacity while the Chief is on vacation or extended sick leave, the designee shall be paid an additional fifty dollars (\$50.00) per week until the assignment has been completed.

When a Patrol Officer fills a ranking officer's position, the senior most Patrol Officer, with at least five (5) years of continuous full time service as a member of the Seekonk Police Department, will be the officer in charge. An exception to this rule will take place when there is an active promotional list in place for Sergeant and a member on that list is working. The senior most member on the active promotional list shall be the Officer in Charge for the shift.

SECTION 4 - INCENTIVE PAY

The Educational Incentive pay program for police officers with a reimbursement from the Commonwealth of Massachusetts, as described in M.G.L. Chapter 41, Section 108L, was adopted by the April, 1986 Town Meeting. Incentive pay will only be paid to those eligible during the month of September regardless of the dates of eligibility.

In the event that M.G.L. Chapter 41, Section 108L is repealed by the General Court, all employees for whom reimbursement is eliminated and, any officers who subsequently

become eligible for reimbursement, shall then receive only one-half (1/2) of the appropriate increment, i.e. 5% for an Associates Degree, 10% for a Bachelor's Degree and 12.5% for a Master's Degree.

SECTION 5 - LONGEVITY

Each regular police officer that has attained the rank of Patrolman First Class shall be paid the following longevity benefit:

YEARS OF SERVICE	LONGEVITY BENEFIT
• 5-9 Years	2.0% of Base Pay
• 10-14 Years	2.5% of Base Pay
• 15-19 Years	3.0% of Base Pay
• 20-24 Years	4.5% of Base Pay
• 25-28 Years	5.0% of Base Pay
• 29 Years and Over	7.5% of Base Pay

SECTION 6 - MILITARY TRAINING PAY

Officers shall receive compensation for Military Training in accordance with the provisions of MGL Chapter 33, Section 59 as adopted by the Town on July 24, 2000. Such compensation shall continue to be paid until such time that the provisions of MGL Chapter 33, Section 59 is otherwise altered or repealed to remove such compensation.

ARTICLE VIII

SECTION 1 - SICK LEAVE

All full time members of the Department covered by this Agreement shall be granted the following sick leave:

- 0 months to six months of continual service: Full pay for three (3) days.
- 6 months to 2 years of continual service: Full pay for two weeks,
Half pay for six weeks.
- 2 years to 5 years of continual service: Full pay for four weeks
Half pay for nine weeks.
- 5 years to 10 years of continual service: Full pay for thirteen weeks
Half pay for thirteen weeks.
- 10 years to 15 years of continual service: Full pay for thirteen weeks

Half pay for thirty-nine weeks.

- 15 years to 20 years of continual service: Full pay for twenty-six weeks
Half pay for twenty-six weeks.
- 20 years to 25 years of continual service: Full pay for thirty-nine weeks
Half pay for thirteen weeks.
- 25 years and over of continual service: Full pay for fifty-two weeks.

The Town shall receive a Doctor's certificate after three (3) days of continuous sick leave. The Town reserves the right for a medical examination of employee by a physician of the Town's choice for any illness exceeding three (3) days. If it is determined that the employee is fit to return to work, the Town may terminate any further sick leave benefits. The employee's eligibility for benefits is re-established after he/she is back to work, full-time, after thirteen (13) weeks.

Notwithstanding the above provisions, in instances involving illness or injury which result in a member's absence from duty for greater than three (3) days, the member shall verbally notify the Police Chief of the status of his/her condition on the seventh (7) consecutive day of absence. If an absence continues for more than seven (7) days, the member shall provide the Police Chief with weekly, verbal, status reports of his/her condition until the member returns to duty.

Officers have the ability to utilize a maximum of three (3) days per calendar year, from their allotted sick days, for family related illnesses. Absences for this type of leave shall be requested through the OIC with a specific explanation that the leave request is for family related illness. The OIC shall require supporting documentation from the family member's physician if the absence exceeds two consecutive shifts off. The supporting documentation shall be furnished to the OIC upon the Officer's return to duty.

SECTION 2 - SICK LEAVE INCENTIVE

Any member of the bargaining unit who works six (6) months without utilizing Sick Leave benefits shall be credited with one (1) Incentive Day. Use of Incentive Day(s) shall be administered in the same manner as Compensatory Time (see Article XI, Section 2).

SECTION 3 - IN LINE OF DUTY ILLNESS OR INJURY

Every regular police officer covered by this Agreement who becomes ill or injured in the line of duty, is incapacitated, and has applied for a retirement pension from the Bristol County Retirement System, shall be granted sick leave exclusive of SECTION 1 OF ARTICLE VIII paid in full by the Town of Seekonk from the date of first illness to the date the said Bristol County Retirement System has finally acted on said application.

In the event said Officer's illness or injury is such that he/she applies for retirement through the Bristol County Retirement Board, the Town's obligation, pursuant to this section, is terminated when the Bristol County Retirement Board acts upon said application. The Board of Selectmen, acting for the Town of Seekonk, may appoint any physician to examine said Officer to determine the extent and duration of said illness or injury. The Board of Selectmen shall make the final determination. This Article does not affect Section 11 IF of Chapter 41 of the Massachusetts General Laws, outlining leave without loss of pay for police officers incapacitated in the performance of their duties.

SECTION 4 - LIGHT DUTY

An injured employee, or an employee who is partially disabled in any circumstance where he/she is not confined to their home and where he/she is determined capable of performing light duty assignments, may be required to work light duty status, provided the following holds true:

- a. Capability to perform light duty shall be determined by the employee's physician and the Town's physician. If they fail to agree, a third physician mutually agreeable between the parties shall examine said employee and the opinion of the physician so selected shall be conclusive on the parties. The Town will pay for the cost of the examination. In the event that the employee's private physician and the Town physician cannot agree on a third physician to examine said employee, the employee shall be required to be examined at the Rhode Island Hospital Clinic with the cost of that examination being paid for by the Town. The results of the examination at the Rhode Island Hospital Clinic shall be conclusive on the parties.
- b. Light duty assignments will be defined as clerical work, front office work, the control center, educational or public relations duties. Cellblock watch shall not be a light duty assignment. The control center could include dispatching. The Town is aware that it may have an obligation to negotiate with the union representing the Dispatchers.
- c. No employee shall be required to leave the station while on light duty with the exception of educational or public relations assignments.
- d. Prior to reporting to light duty, the employee must be informed of the type of work he/she must do and the shift to which assigned. This must be done before
- e. The examination of the impartial physician referred to in subparagraph (a) above. This will aid the doctors in determining if light duty is possible.
- f. The employee must be granted time off for doctor's visits and therapy.

- g. Light duty assignments shall in no way further impair or add to the employee's injury.
- h. The policy shall apply only where the incapacity is expected to be temporary and irrespective of whether the injury is sustained on or off the job. The light duty policy shall apply only to injuries for which the incapacity for full duty is expected to exceed one (1) month. In addition, light duty assignments shall not themselves begin within the one-month period except by mutual agreement of the Chief and the employee.
- i. The light duty policy will not be administered in a discriminatory or retaliatory fashion.
- j. It is not the intent of this section to in any way circumvent the terms of Massachusetts General Laws.

SECTION 5 - FAMILY AND MEDICAL LEAVE

- a. To provide a policy that is in conformance to the Family and Medical Leave Act of 1993.
- b. Unless otherwise provided for in this collective bargaining agreement, all regular employees who have worked for at least twelve (12) months in total, are eligible to take an approved unpaid leave of absence for up to twelve (12) weeks in any twelve (12) month period under particular circumstances that are critical to the existence of the family. The twelve- (12) month period shall consist of the time beginning with the approved leave and extending over the subsequent twelve- (12) months. Leave may be taken upon the birth of the employee's child, upon the placement of a child for adoption or as preconditioned to adoption. When the employee is needed to care for a child, spouse or parent who has a serious health condition or when the employee is unable to perform the function of his/her position because of a serious health condition. A serious health condition is defined as; an illness, injury, impairment, or a physical or mental condition that involves inpatient care in a hospital, hospice, a residential medical facility or continuing treatment by a health care provider.
- c. Employees requesting family leave will be required to utilize accrued sick or annual leave benefits before becoming eligible for any unpaid leave. Use of accrued sick or annual leave by the employee will be counted as part of the family leave time calculations. Employees will continue to be eligible for health and life insurance coverage during the leave of absence.

Employees requiring the use of family leave must submit a Family Leave Request Form to the Police Chief no later than thirty (30) days prior to the need for such leave unless it is an unforeseeable emergency. When the leave requested pertains to family leave to care

for a child, spouse, or parent, the Town may require the employee to provide medical certification from an appropriate health care provider. Each employee requesting Family Leave will receive prior written notification from the Town regarding his or her approval/disapproval for their Family Leave request.

An employee returning from family leave is entitled to the position held before the family leave began, assuming that the position is vacant. If the former position is not vacant, the employee will be offered an equivalent position with no reduction in salary or benefits.

SECTION 6 - INFECTIOUS/CONTAGIOUS DISEASE - VACCINATIONS

The Town shall provide to each member of the bargaining unit the proper vaccination against Hepatitis B and may provide other available vaccinations to prevent illness. Follow-up testing will be provided by the Town, when applicable, to ensure effectiveness of the immunization. Newly hired Police Officers will be offered the Hepatitis B vaccination prior to beginning patrol duties. An HIV test will be provided to any officer who has been exposed to any blood borne pathogen while in the performance of his / her duties.

SECTION 7 - INFECTIOUS/CONTAGIOUS DISEASE CONTROL OFFICER

In accordance with 105 CMR 170.380 and 105 CMR 171.223, the Chief of Police shall appoint a Designated Infectious/Contagious Disease Control Officer. The Chief of Police in consultation with the Union shall determine the description for the duties of this position. The appointed member of the Department who assumes this responsibility shall receive an annual stipend of \$500.00 for performing these duties. Payment for this duty will be made as part of the final paycheck for each fiscal year.

ARTICLE IX

SECTION 1 - VACATIONS

All members of the Police Department covered by this Agreement shall be granted annual vacations with pay as follows:

- After six (6) months service, as of anniversary of hire - one (1) week (40 hours).
- After one (1) year service, as of anniversary of hire - two (2) weeks (80 hours).
- After five (5) years of service, as of anniversary of hire - three (3) weeks (120 hours).
- After ten (10) years of service, as of anniversary of hire - four (4) weeks (160 hours)

- After fifteen (15) years of service, as of anniversary of hire - four (4) weeks and 2 days (176 hours)
- After twenty (20) years of service, as of anniversary of hire - five (5) weeks (200 hours)

During calendar year 2010 each employee shall be granted vacation time with pay upon their anniversary date of hire. The amount of such time shall be equivalent to the percentage of the calendar year that occurs between January 1, 2010 and their anniversary date. Any employee who was credited with time for annual vacations with pay as of December 31st, 2009 may utilize such vacation time, in addition to any vacation time that is granted during calendar year 2010, during the period that concludes with the employee's anniversary date of hire during calendar year 2011. Thereafter, all time for annual vacations with pay shall be utilized before the employee's next anniversary date of hire.

The Town will buy back all earned, unused vacation time from an employee who separates from service of the Town. Vacation time will be bought back at the employee's current rate of pay.

ARTICLE X

SECTION 1 - CLOTHING ALLOWANCE

All members of the bargaining unit shall be granted an annual Clothing Allowance of \$500.00 to be paid on the first pay period of the Fiscal Year.

SECTION 2 - CLOTHING AND MAINTENANCE ALLOWANCE

All members of the bargaining unit shall be granted an annual uniform cleaning and maintenance allowance for \$325.00 annually, to be paid in one \$162.50 installment on the first pay period of the fiscal year and one \$162.50 installment on the first pay period in January of each contract year.

SECTION 3 - EYEGLASSES

The Town will reimburse an officer for eyeglasses broken in the line of duty up to \$150.00 upon the timely submission of a written report of the loss and the Optometrist's invoice for approval by the Chief of Police. Eyeglasses broken because of the officer's negligence shall not receive reimbursement from the Town.

ARTICLE XI

SECTION 1 - OVERTIME, TIME AND ONE-HALF

Overtime and Special Duty shall not exceed thirty-two (32) hours in any seven (7) consecutive days unless approved or ordered by the Chief of Police, or in his absence, the Acting Chief. Overtime shall not commence until fifteen (15) minutes past the officer's normal tour of duty. Overtime shall be computed in half-hour increments.

Every regular police officer covered by this Agreement shall be reimbursed at one and one half (1.5) times his hourly rate for each half hour worked on a continuing basis to the regular eight (8) hour tour of duty or if recalled or requested to work by a ranking officer.

Ranking Officers may be afforded the opportunity to work patrol officer overtime to cover a post, if such work opportunity is performed in accordance with Department Policy.

All Officers shall receive Call Back Pay, paid at time and one-half (1.5) the Officer's regular rate of pay, when summoned back to duty while on official time off. The minimum amount of Call Back Pay, paid to a particular Officer, is described in the schedule below:

- When called back to duty between 0800-0000, the Officer shall receive a minimum of Two (2) Hours Call Back pay
- When called back to duty between 0000-0800, the Officer shall receive a minimum of Three (3) Hours Call Back pay
- Detectives shall receive a minimum of three (3) hours call back pay for all call back incidents

SECTION 2 - COMPENSATORY TIME

When an overtime shift becomes available, the filling officer may work for time and one half (1.5) pay or compensatory time at their option. Court time, call back and other department overtime shall be included. Pay or compensatory time must be claimed when the shift is assigned.

Requests for compensatory time use shall be granted if twenty-four (24) hour prior notice is given. On notice of less than 24 hours, compensatory time use may be granted at the discretion of the Officer-in-Charge of the shift.

If granting a compensatory day creates a potential overtime situation that in itself is not sufficient cause to deny approval of the requested compensatory day.

Compensatory time will be granted on a "first come - first serve" basis. In the event that two- (2) requests are given, seniority will rule.

If a compensatory day is denied because a genuine disruption of service would result, the officer may request that the compensatory time be converted to overtime pay and receive same in the next payroll check.

Vacation and personal day requests will always have precedent over compensatory day requests.

Accrual of compensatory time shall be limited to forty-eight (48) hours total unless approved by the Chief of Police or his designee. Compensatory time must be used within one (1) year from the date of accrual.

If upon separation of service an officer has compensatory time accrued, that accrued time shall be converted to a cash payment and issued to the employee within seven (7) days of separation of service.

SECTION 3 - NIGHT PAY DIFFERENTIAL

Every bargaining unit member who is engaged in regular police duty between the hours of four o'clock (4:00) PM and midnight (12:00 AM) and between the hours of midnight (12:00 AM) and eight o'clock (8:00) AM shall be compensated as the following:

From four o'clock (4:00) PM and midnight (12:00 AM) shall be compensated an additional eighty-five cents (\$0.85) per hour.

From midnight (12:00 AM) and eight o'clock (8:00) AM shall be compensated an additional one dollar (\$1.00) per hour.

Night differential compensation will only be paid to bargaining unit member under the following conditions:

1. For actual hours worked during an eligible shift.
2. To be paid to those members, who regularly work an eligible shift, as part of Vacation pay.
3. To be paid to those members who regularly work an eligible shift, as part of Holiday Pay.
4. To be paid to those members who regularly work an eligible shift, as part of their compensation for In-Service Training.

Night Differential will not be reflected in the hourly rate but will be paid as part of weekly compensation. Fill-ins for less than a week will receive an apportioned amount of night shift differential compensation based upon number of shifts worked in a week.

ARTICLE XII

SECTION 1 - SPECIAL DETAILS

Special details shall include all work performed that is not paid directly from a Police Department budget appropriation. Any bargaining unit member who is assigned to a special detail shall be compensated at the following rate:

- Effective upon ratification - \$40.00 per hour

All Town details, i.e. Town school events, Town DPW, etc. shall be at the rate of \$30.00 per hour. Effective 7/01/09, that rate shall be \$31.00 per hour.

Each member shall receive a minimum of four- (4) hours pay for such detail(s). For all construction, utility, and emergency details other than Town details, each member shall receive a minimum of eight (8) hours pay for all details lasting more than four (4) hours.

All hours worked in excess of eight (8) for any one detail shall be compensated at one and one half the detail rate. Additionally, if a Special Detail is cancelled less than one (1) hour prior to the start of the Detail, the assigned member shall be compensated with a payment of two (2) hours at the Special Detail rate. Members of the bargaining unit shall be given priority in assigning Special Details.

Pursuant to state law, the determination of the level of services, as well as the assignment of public safety employees, are what the courts refer to as non-delegable exclusive managerial prerogatives. The Town and the Union acknowledge that the Chief of Police possesses the discretion to determine the appropriate level of police service as well as the qualification of persons to perform traffic direction in the Town of Seekonk to ensure public safety. Therefore, notwithstanding any regulation to the contrary, the Chief of police has the discretion to require the presence of a sworn police officer, including but not limited to one employed on a paid detail basis, in all instances where there is a street opening or any work to be done on a public way or at a public function in Town. The parties also acknowledge that the Chief of Police has the further discretion to determine the number of tanks of officer assigned in any such instance necessary to maintain public safety or other legitimate interest of the community or department.

SECTION 2 - HOLIDAY DETAIL COMPENSATION

Any bargaining unit member, who is assigned to a special detail on the following days, shall be compensated at one and one half (1.5) times the regular special detail rate and shall receive a minimum of four (4) hours compensation:

New Years Day
Memorial Day
Veteran's Day
New Years Eve

M. L. King Day
Independence Day
Thanksgiving Day

President's Day
Labor Day
Christmas Eve

Patriots Day
Columbus Day
Christmas Day

SECTION 3 - WORK NOTIFICATION PROCEDURES

Every regular police officer covered by this Agreement shall be notified in the event of any opening for regular police duty whether it is sick leave, vacation, approved leave and/or any other circumstance involving regular police duty. The notification procedure shall be as follows:

1. All personnel, who have the day off, shall be notified in order of seniority.
2. In the event that personnel with the day off are unable to work the open shift, notification shall be made to all other bargaining unit members in order of Seniority.
3. This notification procedure shall be distributed equitably among all bargaining unit members with preference given to the senior members.
4. Notwithstanding the foregoing, members need not be notified of an open shift utilizing this notification procedure, if the opening occurs less than one (1) hour prior to the start of the open shift.

SECTION 4- FAILURE TO COMPLY

Failure to adhere to the notification procedure shall subject the violator to a review by the Chief of Police.

SECTION 5- WAIVER OF PROCEDURE

The provision of SECTION 3 - WORK NOTIFICATION PROCEDURE, as described above may be waived entirely by the Police Chief, or the Officer-in-Charge, in the event of an "emergency". An emergency shall be described as any event of an immediate nature with possible catastrophic consequences.

SECTION 6- SICK CLAUSE

Any Officer who has been out on Sick Leave shall not be assigned any Special Details until three (3) full days have elapsed from the sick day. The provisions of this Section shall be applicable to SECTIONS 1, 2 and 3 of this ARTICLE.

SECTION 7 -FIELD TRAINING OFFICER COMPENSATION

All Officers engaged in Field Training Duties for new officers shall be compensated an additional \$25.00 for each eight (8) hours of duties performed.

ARTICLE XIII

SECTION 1 - FALSE ARREST INSURANCE

All members of the Police Department covered by this Agreement shall be protected by False Arrest Insurance that shall be paid for by the Town of Seekonk.

ARTICLE XIV

SECTION 1 - TRAINING AND USE OF PRIVATE VEHICLES

Seminars, schools, training courses and other departmental training where the entire Police Department must attend shall be staggered so as not to fall on the same day each week. Every officer covered by this Agreement shall be compensated at their regular hourly rate for time spent in attendance at such seminar, school training courses and other departmental training with the following exceptions:

Any training that exceeds the eight (8) hour workday or is done on an officer's time off will be compensated at the rate of time and one-half (1.5) their hourly salary.

SECTION 2 - MILEAGE REIMBURSEMENT RATE

Any officer covered by this Agreement utilizing private vehicles for any reason authorized by the Chief of Police, or in the absence of the Chief the Commanding Officer, shall be so compensated for miles traveled at the prevailing federal IRS rate.

ARTICLE XV

SECTION 1 - HEALTH INSURANCE

1. Full time career Officers are eligible to participate in the group health insurance program as provided by the Town. In the event that the SMHG stops offering Blue Cross/Blue Shield products, or in the event that the Town leaves the SMHG, the Town may offer an equivalent coverage plan as determined by the Town, which shall include equivalent access to health care services in Rhode Island and equivalent or less expensive plan costs (i.e. premiums, co-pays and deductibles).

2. Any employee who opts out of the Blue Cross/Blue Shield Master Medical Product will not be permitted to change back to the Master Medical Product.
3. The contribution rate will be 75% from the Town and 25% from the covered employee.
4. The Town will offer a dental plan, of which the Town will contribute 50% of the monthly premium for said plan.
5. There shall be an open enrolment period each year during the four week period immediately preceding the annual renewal of each health insurance plan.

SECTION 2 - INSURANCE

The Town shall secure and maintain Police Professional Liability Insurance for all bargaining unit members. This insurance coverage is subject to all the provisions, conditions, limitations and exclusions of the policy. Final determination pertaining to any claim will be made by the Town's Insurance Company and as provided by law. The Union will be notified in writing of the total insurance coverage.

SECTION 3 - FEE FOR USE OF TOWN RESCUE SERVICE

Each Police Officer covered by this agreement and their immediate family shall not be charged for any additional charges over and above the amount covered by their insurance. Immediate family shall be defined as mother & father, spouse, son, daughter, stepson, or stepdaughter under twenty-two (22) years of age living in the same household.

ARTICLE XVI

SECTION 1 - RETIREMENT

All members of the Police Department covered by this Agreement shall be entitled to become a member of the Bristol County Retirement System as presently provided by the Town of Seekonk.

SECTION 2 - SPECIAL OFFICER APPOINTMENT

Upon regular retirement, all members of the Police Department covered by this Agreement, if they desire, may be appointed as a special police officer provided they are recommended by the Police Chief, meet the requirements of the Board of Selectmen and are not in conflict with Massachusetts Retirement laws.

ARTICLE XVII

SECTION 1 - COURT

All regular members of the Police Department attending a court or grand jury proceeding on a work related criminal or civil matter shall be compensated for a minimum of four (4) hours pay at time and one half (1.5) per day of attendance. If more than four (4) hours is spent in court, the officer shall be paid for his actual hours worked at time and one-half (1.5). This section shall not apply to officers on duty.

ARTICLE XVIII

SECTION 1 - HEALTH AND SAFETY COMMITTEE

A Safety Committee of three (3) members of the bargaining unit shall meet with the Chief of Police as needed to discuss and make recommendations for improvements of general health and safety of the employees. The request for a meeting and agenda for the meeting shall be submitted in writing to the Chief of Police at least seven (7) days in advance of the requested meeting date, unless there is an emergency requiring the need to meet sooner.

The Town hereby agrees it will provide efficient and safe equipment and material to protect the health and safety of employees. A record of discussion at the meeting (minutes) shall be kept and forwarded to the Board of Selectmen.

ARTICLE XIX

SECTION 1 - DISCIPLINARY ACTION

No bargaining unit member shall be removed, dismissed, discharged or suspended in any manner except for just cause and at any hearings or interviews in which there is a question as to whether or not the officer's job is in jeopardy, said officer may have an opportunity to have an attorney present on their behalf.

ARTICLE XX

SECTION 1 - GRIEVANCE PROCEDURE

PURPOSE: The purpose of the Grievance Procedure shall be to settle employee grievances on as low a level as possible to insure efficiency and employee morale.

GRIEVABLE ISSUE: Complaints, disputes or controversies of any kind which arise between one or more employees and the Town or its agents concerning the working conditions, hours of work, wages or rates of pay referred to in this Agreement or which are provided for by Statute, Charter Provision, Ordinance, Rule, Regulation or Policy which is not in conflict with this Agreement. No action by any Town Meeting shall be subject to this Grievance Procedure.

PROCEDURE: Grievances shall be processed under the following procedure:

- Step 1 The employee shall first present grievances and/or the union steward to the Superior Officer involved within twelve (12) working days of the occurrence-giving rise to the grievance and an earnest effort shall be made to resolve the grievance in an informal manner. The aggrieved employee shall immediately communicate with the union steward for advice and assistance on the grievance. The Officer-in-Charge shall permit, on request, the employee and/or the steward to be excused for a reasonable period (as determined by the Superior Officer) from their regular duty without loss of pay for a meeting to discuss the grievance.
- Step 2 If the grievance is not resolved in Step 1, the grievance shall be then reduced to writing by the Union and presented to the Chief of Police. The Chief, or in his absence, the Acting Chief of Police, shall meet with the Grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and shall answer the grievance in writing within twenty-four (24) hours after the meeting.
- Step 3 If the grievance is not resolved in Step 2, the grievance shall be then reduced to writing by the Union and presented to the Town Administrator. The Town Administrator shall meet with the grievance Committee within seventy-two (72) hours from the time the grievance is presented to him and he shall answer the grievance within twenty-four (24) hours after the meeting.
- Step 4 If the grievance is not resolved in Step 3, the Grievance Committee shall refer the complaint to the Board of Selectmen within five (5) days from the receipt of the Step 3 answer, exclusive of Saturdays, Sundays and holidays. The Board of Selectmen shall meet with the Grievance Committee within ten (10) days to discuss the grievance and will answer the grievance, in writing, within ten (10) days after the meeting ends.

Step 5 If the grievance is not adjusted satisfactorily in Step 4, it may hereafter be submitted within thirty (30) days to the American Arbitration Association for arbitration in accordance with its rules. The parties hereto shall share equally in the cost of the arbitration proceedings.

All grievances beyond Step 1 shall be presented in writing through the Steps of the grievance and arbitration procedure and shall state in reasonable detail the nature of the grievance and the remedy requested.

The dispute as stated in the request for arbitration shall constitute the sole and entire subject matter to be heard by the Arbitrator unless the parties agree to modify the scope of the hearing. The award of an Arbitrator shall be final and binding upon the parties covered in this Agreement.

Any of the time limits outlined -in this Agreement may be changed at any time by mutual consent of the parties.

Each party shall have the right to employ, at their expense, a public stenographer or use a mechanical recording device at any step in the procedure.

The Union shall be entitled to submit grievances in the name of the Union in the same manner as provided therein for employees, said submission to start at Step 2 in the Grievance Procedure.

ARTICLE XXI

SECTION 1 - APPROVED DAYS OFF

There will be no provisions in this Agreement for approved days off. Any approved days off will be at the discretion of the Chief of Police.

ARTICLE XXII

SECTION 1 - PAYROLL DEDUCTIONS

Each regular police officer shall tender weekly membership dues or agency service fee by signing an authorization of dues or authorization of agency fee. During the life of this Agreement and in accordance with the terms of the form authorization hereinafter set forth, the Employer agrees to deduct Union membership dues and/or agency fee levied in accordance with the by-laws or constitution of the Union from the pay of each employee who executes such form and remit the aggregate amount to the Treasurer of the Union

along with a list of employees who have had said dues or agency fee deducted weekly. Such remittance shall be made on a monthly basis.

Each employee covered by this Agreement who is not already a member of the Union or an agency fee payor shall within thirty (30) calendar days of the signing of this Agreement or thirty (30) days from the employee's date of hire, whichever is later, either acquire and maintain membership in the Union in good standing, or tender to the Union a service fee equal to the standard dues required as a condition of membership in the Union.

ARTICLE XXII

SECTION 2 - BULLETIN BOARDS

The Town shall permit the use of all bulletin boards located in the Police Station and electronic e-mail through Town-owned computers by the Union for the posting of notices concerning Union business and activities provided no notices of an inflammatory nature shall be posted. Use of e-mail by Officers is subject to departmental policy, rules and regulations.

ARTICLE XXIII

SECTION 1 - FUNERAL AND BURIAL EXPENSES

The Town shall pay the reasonable funeral and burial expense of a police officer, not exceeding five thousand dollars (\$5,000) who, while in the performance of his/her duties, is killed or sustains injuries that result in his/her death.

ARTICLE XXIV

SECTION 1 - K-9 OFFICER

Any officer assigned to the canine unit shall work a seven- (7) hour shift. The eighth hour shall be given off to the officer for care, grooming and feeding of the department canine. The eighth hour off will be at the end of the shift, therefore enabling the Officer-in-Charge to hold over the canine officer in the event of personnel shortage or any other emergency determined by the Officer-in-Charge. If said canine officer is held past the seven-hour shift, the officer shall be paid at their time and one-half (1.5) rate.

The Town shall pay for all food and reasonable medical care for the canine. Such medical care shall include, but not be limited to heart worm medication, yearly veterinary shots, rabies vaccine, etc. The Town shall pay for all necessary training and equipment. Such

equipment shall include, but not be limited to leashes, collars, bite sleeves, watering bowls, muzzles, etc.

The Chief of Police with consideration from the attending veterinarian shall consider any catastrophic injury or illness of the canine on a case-by-case basis and the canine officer involved.

The department canine shall be kenneled at the Officer's home and the Town shall pay for said reasonably priced kennel. The Town will provide the expense in the event the canine officer is away on vacation and the canine requires to be kenneled at a boarding kennel. The Town shall assume all reasonable liability for the canine, in regards to its performance, as a police work dog.

ARTICLE XXV

SECTION 1 - DURATION OF AGREEMENT

This agreement shall be for a term of two (2) years. Commencing on July 1, 2008 and ending on June 30, 2010, and shall remain in full force and effect from year to year thereafter, unless either party at least one hundred and twenty (120) days prior to the expiration date gives to the other party written notice of its intention to terminate or amend this Agreement. In such event, the provisions of this Agreement shall remain in full force and effect until a successor agreement is signed between the parties.

ARTICLE XXVI

SECTION 1 - PROMOTIONAL PROCESS

The Town Administrator and the Police Chief shall agree on a testing company.

1. All candidates must have a minimum of five (5) years of continuous service as a full-time police officer with the Seekonk Police Department (excluding recruit training), prior to the written exam date. However, an officer who has attained the rank of Sergeant or Lieutenant must have a minimum time in grade of two (2) years prior to the exam date in order to be eligible for taking the exam for the next rank.
2. The written exam will be weighed a maximum of 50% with a passing grade of seventy points (70) of a grade on a 100 point scale. (.50 x point score = actual weighted score) The written exam will be a general knowledge test. No study type test similar to the "ERGOMETRICS" test from the June 6, 2005 settlement agreement.

3. Interview/Practical Exam will be weighed up to a maximum of 40 of a grade on a 100-point scale. (.40 x score achieved and determined by the Oral Review Board)

The Oral Review Board will interview each Officer who scored seventy points (70) or above on the written examination. The Board's members shall be as follows:

- Town Administrator and the Chief of Police will be observers and will not rate candidates.
 - Three (3) officers from outside area police departments, who hold a minimum of one rank above the respective ranks, being tested.
4. Education and no reprimands shall be given. A possible additional score of 7 points achieved as follows:
 - 0 points - for no post-graduate education
 - 1 points - for an Associate's Degree in Criminal Justice
 - 3 points - for a Bachelor's Degree in Criminal Justice
 - 4 points - for a Master's Degree in Criminal Justice
 - 5 points - for a Law Degree
 - 2 points - for having no disciplinary actions taken against the officer during the three (3) years prior to the exam date

*All points for (his category shall be awarded 48 hours prior to the date of the Oral Review Board. Educational Points are not cumulative. Points will be awarded for the highest educational level obtained at the time the points are awarded. Points for no disciplinary actions shall be added to educational points. The Chief of Police shall tabulate the scores for this category.

5. Seniority will be weighed to a maximum of 5 points* according to the following scale:
 - 1 points - for 5 years of service up to 7 years
 - 2 points - for 7 years of service up to 9 years
 - 3 points - for 9 years of service up to 12 years
 - 4 points - for 12 years of service up to 15 years
 - 5 points - for 15 years of service or more

*Point levels are not cumulative.

6. The top three- (3) candidates listed in order of total score will be submitted, with the Chiefs recommendation, to the Board of Selectmen for an appointment. The remaining candidates' names will be placed on a list, which will remain valid for two (2) years.

IN WITNESS THEREOF, The Town of Seekonk, by its duly authorized Board of Selectmen and the Fraternal Order of Police, Seekonk Lodge #5, Local 215, Massachusetts Coalition of Police, AFL-CIO, by its duly authorized officers, have caused this Agreement to be executed on this _____ day of October, 2009.


BY:

Town of Seekonk

Local 215, MCOP




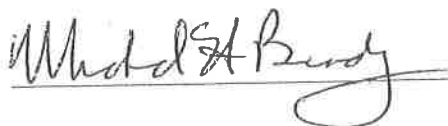

President



Vice President


Treasurer




Secretary




Member at Large



Scoring Example:

Candidate A receives a score of 90 points on the Written Exam. He/she then receives an Oral Exam score of 80 points. The candidate has a Master's Degree in Criminal Justice and has had no disciplinary actions in his/her personnel file during the previous 3 years of his/her employment prior to the exam date. Candidate A also has 10 years of service with the Department.

Calculation of Score:

Written Exam	. 50 x 90	=	45 points
Oral Exam	. 40 x 80	=	32 points
Education	Master's in Criminal Justice	=	4 points
Discipline	No Action in File	=	2 points
Seniority	10 Years of Service	=	3 points

Candidate A's Final Score 86 points

7. An exam for promotion to all Department Ranks shall be given every two- (2) years from the posting date of the previous results unless; the list for a particular rank is exhausted. However, if a vacancy within a particular rank does not exist at the time that a promotional test is given, an Oral Board will not be assembled until such time that a vacancy actually occurs.

IN WITNESS THEREOF, The Town of Seekonk, by its duly authorized Board of Selectmen and the Fraternal Order of Police, Seekonk Lodge #5, Local 215, Massachusetts Coalition of Police, AFL-CIO, by its duly authorized officers, have caused this Agreement to be executed on this _____ day of October, 2009.

BY:

Town of Seekonk

Local 215, MCOP

James M. Pardo

JL R
President

Charles W. P.
Vice President

[Signature]
Treasurer

David J. Parker

Secretary

Michael H. Brady

[Signature]
Member at Large

Robert J. [Signature]

IN THE MATTER OF
ARBITRATION BETWEEN

MASSACHUSETTS COALITION OF POLICE, Local 215

and

TOWN OF SEEKONK

Interest Arbitration
Case No. JLMC-11-04P

Arbitration Panel: Sherrie Rose Talmadge, Esq., Neutral Arbitrator
Judith Robbins, Management Representative
Kenneth Scanzio, Police Representative

Appearances:

For the Town: Joseph S. Fair, Esq.
Kopelman and Paige, P.C.

For the Union: Bryan C. Decker, Esq.
Sandulli Grace, P.C.

Decision and Award
By the Arbitration Panel

Background

The Town of Seekonk (Town) and the Massachusetts Coalition of Police, Local 215 (Union) are parties to a collective bargaining agreement (Agreement) that expired June 30, 2010. The Union represents a bargaining unit composed of all permanent full-time regular members of the Police Department, excluding the Police Chief.

A petition was previously filed with the Massachusetts Joint Labor Management Committee (JLMC). On October 17, 2011, a subcommittee of the JLMC held a hearing with the parties on the issues in dispute, the positions of the parties, the views of the parties concerning how the continuing dispute should be resolved, and the preference of the parties as to the mechanism to be followed in order to reach a final agreement between the parties. At its October 20, 2011 meeting, the JLMC concluded that "there is an apparent exhaustion of the processes of collective bargaining, which constitutes a potential threat to public welfare." The JLMC further directed the parties to proceed to

arbitration, pursuant to Section 3(a) of Chapter 589 of the Acts of 1987, before a tripartite panel.

At its meeting on November 17, 2011, the undersigned neutral was appointed by the JLMC to serve as the Chair of the Arbitration Panel. The Management member of the panel was JLMC Committee member Judith Robbins, and the Union member was JLMC Committee member Kenneth Scanzio.

An arbitration hearing was held on February 27, 2012, before the tripartite panel. At the hearing, the parties were given full opportunity to present evidence and make arguments on their outstanding issues. The Parties submitted their briefs electronically on May 2, 2012 to the panelists, and the parties self-exchanged their briefs.

Issues in Contention

The parties have agreed that the award should provide for a three-year contract effective from July 1, 2010 to June 30, 2013. In addition, at the outset of the hearing they agreed that an award would be rendered on each of the following issues:

Union's Issues

1. Wages:
FY2011 – 0%
FY2012 – 3%
FY2013 – 3%
2. Personal days: Increase from two (2) to four (4)
3. Paid detail rate:
Private details: Increase rate to 1.5 times the rate of a top step patrol officer with a master's degree (currently \$44.88).
Town details: Increase rate to 1.5 times each officer's overtime rate
4. Education Incentive:
All employees receiving a benefit under the Quinn Bill, G.L. c. 41, Section 108L shall continue to be paid said benefit pursuant to current contract language.

Employees hired after 7/1/2009, or otherwise not eligible for participation in the "Quinn Bill," shall be entitled to the following educational benefit:
 - 5% for an Associates' degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement;
 - 10% for a Baccalaureate degree in law enforcement;
 - 12.5% for a Master's degree in law enforcement or law.
5. Clothing allowance: Increase from \$500.00 to \$650.00 and add reimbursement as an option.

Town's Issues

1. Wages:
FY2011 – 0%
FY2012 – 0%
FY 2013 – 1%
2. Bi-weekly payroll
3. Shift reassignments
Add new paragraph to end of Article III, Section 4, as follows:

"Notwithstanding the other provisions of this Article, the Chief of Police may establish alternate work shifts to assist in the coverage of temporary vacancies created by retirements, resignations or terminations or by military, injury, FMLA, maternity or other leave periods that are expected to exceed thirty (30) calendar days in duration. In such instances, the Chief may temporarily reassign an officer to alternate work shift hours established by the Chief for the period of the temporary vacancy. A minimum of two (2) weeks notice will be provided to the officer prior to any such temporary reassignment taking place."

Wages

The current collective bargaining agreement, effective from July 1, 2008, expired on June 30, 2010. Wages are addressed in Article VII, Section 1 of the expired agreement.

Union's Position

The Union proposed zero percent (0%) increase during FY 2011, and three percent (3%) increase in each of the following two years of the contract (FY 2012, FY 2013). The Union argued that members of the Seekonk Police Department lag significantly behind officers in neighboring and comparable communities. The Union and the Town submitted different "universes" of communities comparable to Seekonk. Officer Amaral testified that the Union chose its large group of comparables (Seekonk and fifteen other communities) by size, proximity to Seekonk, comparability of income and comparability of department size. The Union noted that reviewing the comparables, the officers in Seekonk trail their peers in other communities by a large margin. The Union argued that its universe of comparables, included nearby towns and other towns of similar size and income levels, should be adopted as a more comprehensive universe of other communities.

Reviewing the financial data in the comparable universe shows that Seekonk is very similar in terms of financial strength. The average per capita income for the 16

communities is \$25,773 compared with Seekonk at \$24,058. The average tax bill in the 16 communities is \$4,129 and for Seekonk it is \$3,485. Significantly, Seekonk does collect meal/hotel taxes in excess of the average for the 16 other communities.

The Union noted that Seekonk officers earn less at every rank than their counterparts and provided the following numbers:

	Patrol Officer	Sergeant	Lieutenant
Seekonk	\$49,795.75	\$57,265.11	\$62,991.62
Average	\$54,860.13	\$65,591.77	\$81,309.56

At the patrolmen rank, only Rehoboth officers trail Seekonk, and by less than \$120.00 leaving Seekonk 15th out of 16 communities, and at the Sergeant and Lieutenant rank, Seekonk is 16th. Assuming those towns settle for less than 3% per year, even the 3% increases sought by the Union for FY 2012 and FY 2013 Seekonk would remain in the bottom third of wages among the comparable universe.

Despite the Town's smaller universe of comparables, officers in Seekonk lag the average of their peers at every rank. The Town's proposals would guarantee that Seekonk falls to the bottom of the comparable universe at every rank. The only reason the Town gives for offering a 0% increase in FY 2012 is that it decided not to give raises this year. Rather, the Town has available funds to easily grant the reasonable wage increases sought to the Union.

The Town is in a position to fund the proposals. During questioning from Panel Member Robbins, Town Finance Director Alexander admitted that he estimated FY 2012 revenues after having been directed to budget for "no raises". Proper budgeting is performed by first estimating available revenues, then determining what expenditures are possible. The Town first determined that it would not give raises, and then purposefully underestimated revenues to balance the budget.

As to FY 2011, the Union has not requested a wage increase, along with all other Town Unions.

The Town suggested that the Union's proposals would cost \$96,000 in FY 2012 and \$155,000 in FY 2013. The Town's exhibits regarding its finances demonstrate that they are strong. After decreasing in FY 2009 and 2010, local receipts rebounded in FY 2011 to \$3,854,386. The local receipts in FY 2011 were almost 2% higher than the prior peak year of FY 2008 (\$3,787,539.37). Despite this healthy rebound, the Town responded to local receipts in FY 2011 by budgeting a 19% decrease in local receipts to

\$3,136,750. Finance Director Alexander testified that he budgeted a decrease in local receipts to make revenues match the Town's desire not to give raises.

The Town has received additional revenues from the hotel and meals tax. Seekonk has a number of restaurants and hotels as a neighbor of Providence, RI. In January 2010 the Town took advantage of a state law which allowed it to raise its meal/hotel tax revenues. As a result, the actual revenue from the tax almost doubled from FY 2010 – FY 2011, rising from \$474,858 to \$915,991. There is no reason to think that these revenues would decrease in FY 2012. As of February 13, 2012, the Town had collected \$326,817.19 in Hotel Tax and \$233,697.41 in Meals Tax for a total of \$560,514.60. These taxes are collected quarterly, so this represents one half of the year. It is conservative to estimate that meal/hotel tax revenue for all of FY 2012 will approach \$1,000,000. This is consistent with a slight increase in the FY 2011 actual receipts of \$915,991. Thus, at worst, level funding expectation for meal/tax should have been budgeted, the Finance Director budgeted a \$233,241 decrease in these taxes. The Town's 25% decrease to \$682,750 is inexplicable. Rather, assuming that collections level off and the year's total is \$1,000,000 for this tax, an additional \$317,250 is available to the Town over its budget. The amount attributed to meal/hotel taxes alone would fund the Union's proposals in this case.

The Town also failed to acknowledge the substantial unrestricted funds it holds in both Free Cash and its Stabilization Fund. On February 13, 2012, the Finance Director reported that the Town had \$1,715,058 in its Stabilization Fund and \$302,043 in Free Cash. The Town could fund all three years of the Union's proposals using only cash at hand.

Furthermore, the Town has adopted the "health care reform" law passed by the General Court last year that has led to significant savings in other communities. It must be assumed that the Town's portrayal of out of control health insurance increases is no longer valid.

Despite the Town's desire not to grant any wage increases to its employees in FY 2012, there are multiple sources of money presently available to easily fund all of the Union's proposals. The Union requested that the panel adopt its proposal and award 3% increases to base wages in FY 2012 and 2013.

Town's Position

The Town proposed zero percent (0%) increase in FY 2011 and 2012 and one percent (1%) increase in FY 2013. In support of its position, the Town noted that the

panel should place great emphasis on the financial challenges facing the Town and the Town's inability to pay in light of these challenges. The panel should also consider the Union's requested wage increases in comparison to what the other Town unions have received over the same time period. Moreover, a comparison of benefits paid to Town police officers will demonstrate that they are fairly compensated relative to comparable communities.

The Town selected four comparable communities, all within Bristol County, because of their geographic proximity and similarity in a number of socio-economic and other areas. Seekonk's total population, unemployment rate, per capita income and median income are similar to those for Norton, Rehoboth, Somerset and Swansea. The total assessed values for these communities are all relatively close with the exception of Rehoboth, which is a bit lower. The total revenues for Seekonk are relatively close to those in Norton, Somerset and Swansea, although higher than Rehoboth. With the exception of Rehoboth, the number of police officers in each of these departments is similar. The Town looked at communities with the same geographic area as Seekonk, examined their comparative characteristics and arrived at a list of towns that were very similar to Seekonk in the relevant areas of measurement.

In contrast, the Union's list of comparable communities is difficult to reconcile and the vast majority are very different from Seekonk and should be disregarded. In population the average population of the towns used by the Union is an average of 45% greater than Seekonk's population (13,722). Seekonk is bordered by Attleboro, Rehoboth and Swansea, but Amesbury, Dennis, Marshfield and Nantucket are nowhere near Seekonk in geographic proximity, and Bridgewater, East Bridgewater, Foxborough and Middleborough are several towns away from Seekonk and belong to different counties (Plymouth and Norfolk). Four towns, Easton, Foxborough, Mansfield and Nantucket have significantly higher per capita income than Seekonk making them much wealthier. The Union's own exhibit reflects that Seekonk is \$1,715.00 below the average of the supposedly comparable communities. Further, the average single family tax bill for Seekonk in FY 2011 was \$3,485.00 which places Seekonk well below the \$4,129.00 average tax bill that exists in the communities the Union asserted were comparable. This reflects the lower property values that exist in Seekonk relative to the Union's list of communities. Seekonk's unemployment rate is almost 20% higher than the average of the communities used by the Union. Additionally, the average total revenues for the Union's list of communities for FY 2011 was \$63,698,502, which is \$18,949,195 or 42%

high than Seekonk (\$44,749,307). Finally, there was a wide disparity in the 2011 total assessed real estate value figures of Seekonk versus the "comparables" cited by the Union. The average total assessed value in the Union's list of communities was 26% higher than the total assessed value in Seekonk demonstrating the disparity between Seekonk and the communities the Union is asserting are "comparable".

The Town noted that as to internal comparables, the Union conceded, consistent with all other unions, agreed to no base wage increase for FY 2011. None of the other bargaining units have reached agreements with the Town for FY 2012 or 2013. Thus, when considering the impact of the Union's proposed base wage increases of 3% for FY 2012 and 2013, each of the Town's other unions will be seeking based increase that are at least equal to what is awarded the police officers.

The dramatic increase in its major costs since FY 2008 coinciding with a substantial overall decrease in its major sources of revenue has left the Town with no ability to increase base wages in FY 2012 and limited ability to increase them in FY 2013. In FY 2011, the Town had to fund the prior wage increases for all bargaining units that had been granted during FY 2008 and FY 2010. With compounding, the total base wage increase over the relevant period had been slightly more than 10.0%. In addition to the increase in personnel costs, the Town has seen its health insurance costs increase by 45.6% since FY 2008, and the Town's annual retirement assessment by the Bristol County Retirement Board has increase and is nearly half million dollars higher than in FY 2008. Between insurance and retirement increases alone, the Town has had to come up with an additional \$2.23 million dollars per year since FY 2008.

In addition to increasing costs, the Town has been faced with substantial declines in its primary sources of annual revenue. The amount of State Aid the Town has received had steadily decreased since FY 2008 and is \$565,960.00 less in FY 2012 than it was in FY 2008 for a total decrease in State Aid of nearly 37%. The \$75,532 amount the Commonwealth was reimbursing the Town for its Quinn Bill obligations in FY 2008 had been zeroed out as of FY 2012. The Town new growth for FY 2012 is 36.6% lower than in FY 2008 for a decrease of nearly \$180,000. Finally, the Town's local receipts during the FY 2008 to 2012 have seen a marked overall decrease. The Town's local receipts in FY 2009 were \$422,303 less than they were in FY 2008 and that its local receipts continued to decline in FY 2010 by an additional \$136,628. Although the Town's local receipts did increase in FY 2011 to a level that was slightly above the FY 2008 level, as the Finance Director testified, this coincided with the first full year that the

Town had received the benefit of the increase in the local meals tax that the Town first voted into effect in FY 2010. Thus, the mere fact that the "Other Exercise" portion of the Town's Tax Rate Capitulation sheet increased between FY 2010 and 2011 does not by itself demonstrate that the economic downturn for the Town since FY 2008 has turned around. As evidence of this, the Finance Director testified that the Town was forced to decrease the amount the Town could reasonably anticipate to receive in revenues for "Licenses and Permits" in FY 2012 as there were no major construction projects that were planned for the year and, thus, the Town could not reasonably expect the same amount of construction related building permits to be issued. Similarly, the Medicare and Medicaid reimbursements reported in "Miscellaneous Recurring" category were expected to be drop significantly from the prior year. Moreover, the drop in interest rates was expected to halve the Town's expected "Investment Income" and "Miscellaneous Non-Recurring" revenue to be cut by approximately \$50,000. The record shows that the Town's major costs have all been climbing since FY 2008 and this trend has continued through FY 2012. Similarly, the Town's evidence that the State Aid, New Growth and Quinn Bill reimbursement figures have steadily declined since FY 2008.

The only area the Union questioned the accuracy of the Finance Director's testimony was in the area of the Local Receipts and the only point of contention was whether the Town underestimated the "Other Excise" category where the local meals tax is reported. The questioning assumes that the increase in this category that the Town experienced in FY 2011 could be assured of recurring or at least remaining level in FY 2012, which is not a certainty. Even assuming the Town could expect that the "Other Excise" category would remain at its FY 2011 level, this would only result in a potential increase in revenue of \$233,240.54 which would be needed to cover increases in health insurance costs and retirement assessments that are expected to be coming for FY 2013, as well as offset the potential loss in other major revenue areas such as State Aid and New Growth.

All categories in the Police Department's budget are affected by a base wage increase. Under the Town's base wage proposal for FY 2012 and 2013 of 0% and 1%, respectively, there would be no effect on the Police Department budget for FY 2012 and an increase of approximately \$23,184 in FY 2013. Subsequently, other Town bargaining units would be seeking at least a similar increase. A 1% increase in FY 2013 would result in a total increase of more than \$75,000 in personnel costs for FY 2013 on the government side and factoring in the School Department and its unions into the equation

the \$233,240.54 that the Union believes the Town underestimated its meals tax figures by would be swallowed up by a single 1% increase in base wages for FY 2013. If the Union's wage proposal is granted, it would have a catastrophic effect on the Town. The total price tag for the pair of 3% base wage increases would be approximately \$210,734 for just the police unit. If there is a similar wage increase for other governmental units and the School Department employees the financial impact would be catastrophic.

The Town asserted that the Free Cash balance is not a potential source of funding of the Union's requested increases. Free Cash is a revenue source which results from the calculation, as of July 1, of a community's remaining, unrestricted funds from operation of the previous fiscal year based on the balance sheet as of June 30th. It is a financial position as of a certain date and not a recurring revenue source. As of the hearing the Town's Free Cash balance was \$302,043, a small amount that leaves the Town with little margin for error or room to address any unexpected costs. The Free Cash is not a viable option for funding any base wage increases.

The Town also contended that the stabilization account, designed to insure against emergency repairs or other unexpected and/or unforeseen expenses, is not intended as a funding source for recurring costs such as wage increases. To appropriate money from the stabilization account a two-thirds Town Meeting vote is required. The amount maintained in its stabilization account is an important factor that is considered by bonding agencies when the Town is looking to borrow money. At the time of the hearing the stabilization account balance stood at \$1,715,058, for which there are numerous capital expenditures that the Town anticipates having to make in FY 2013 and beyond. The award being sought by the Union would require the Town to dip into its stabilization account which would begin to undo the positive progress the Town has made in its bond rating since the current Finance Director arrived and would potentially require the Town to forego badly needed capital improvements and repairs.

Furthermore, bargaining unit members are being compensated at the median level of the comparable communities (Norton, Rehoboth, Somerset and Swansea). The total compensation currently received by a Seekonk patrol officer with ten years of experience and Bachelor's degree, including clothing/cleaning allowance, education incentive and longevity is \$61,824.79 which is at the median of the compensation received by similarly situated officers in the four comparable towns. The total compensation at each rank is as follows:

	<u>Patrol Officers</u>	<u>Sergeants</u>	<u>Lieutenants</u>
Rehoboth	\$68,613.26	\$78,628.13	\$91,163.74
Swansea	\$65,322.22	\$73,148.88	----
Seekonk	\$61,824.79	\$71,261.09	\$79,249.57
Somerset	\$60,774.49	\$70,431.21	\$80,883.49
Norton	\$58,463.24	\$69,544.08	\$81,822.90

For the rank of lieutenant, the total compensation level is very close to the total compensation level for lieutenants in Norton and Somerset.

Discussion

In lieu of the parties coming to agreement, this Panel must determine the appropriate wage increase for the three-year contract sought by the parties. Arbitrators generally consider a number of factors when determining what wage increase should be granted including wages of comparable employees; wage increases for other town employees; cost of living; and the Town's ability to pay. The parties, through the hearing, their post-hearing briefs and document submissions, have provided the Panel with information on these factors. For the reasons cited below, this Panel concludes that for the three year contract sought by the parties for FY 2011 through FY 2013 (July 1, 2010 – June 30, 2013) a wage increase of 0% effective July 1, 2010, a wage increase of 1% effective July 1, 2011 and 2% effective June 30, 2012 (the last day of FY 2012), and a wage increase of 2% effective July 1, 2012 and 1% effective June 20, 2013 (the last day of FY 2013) is appropriate.

At the time of the hearing, none of the Town-side bargaining units had settled their contracts. Consequently, there was no evidence of wage patterns for the Town's other municipal employees to consider in determining the appropriate salary increases for the Town's police officers.

The Panel is persuaded that a review of the evidence concerning the wages of the police officers in comparable communities indicates that the Seekonk police officers are among the lowest paid. The Union presented a universe of 15 communities against which to compare Seekonk. The Union's analysis comparing base salary reflected that Seekonk's police officers were paid substantially below the average as follows:

	<u>Patrol Officer</u>	<u>Sergeant</u>	<u>Lieutenant</u>
Seekonk	\$49,795.75	\$57,265.11	\$62,991.62
Average	\$54,860.13	\$65,591.77	\$81,309.56

Even adopting the Town's assertion that the Union's universe of comparables is too diverse, a review of the four towns in its universe of comparable communities all within Bristol County reflects that Seekonk's officers are second to last or last in base salary. A review of the Town's comparables examining only base salary reflects the following:

	<u>Patrol Officer¹</u>	<u>Sergeant²</u>	<u>Lieutenant³</u>
Seekonk	\$49,795.75	\$57,265.11	\$62,991.62
Norton	\$49,913.24	\$60,894.08	\$73,072.90
Rehoboth	\$55,865.22	\$64,210.94	\$74,657.28
Somerset	\$47,995.48	\$55,697.72	\$64,052.04
Swansea	\$52,833.28	\$58,629.04	---

The Panel agrees with the Union that the wages of the Seekonk police officers should be increased to place them in a more competitive position with respect to the comparative communities.

Having concluded the appropriateness of wage increases for FY 2012 of 1% on July 1, 2011 and 2% on June 30, 2012, and for FY 2013 of 2% on July 1, 2012 and 1% on June 30, 2013, the Panel must now consider whether the Town is able to pay these increases. The Town has argued that as a result of the dramatic increase in its major costs since FY 2008 coinciding with a substantial overall decrease in its major sources of revenue, the Town has no ability to increase base wages in FY 20012 and limited ability to increase them in FY 2013. The Panel is not convinced of the Town's inability to pay. The Town has estimated the cost of the Union's proposals \$96,000 in FY 2012 and \$155,000 in FY 2013, without including costs from an increase in the Town detail rate. The Town's exhibit reflects that after decreasing local receipts in FY 2009 and FY 2010, local receipts rebounded in FY 2011 to \$3,854,386 which was 2% higher than during the prior peak year of FY 2008 (\$3,787,539.37). As noted by the Union, one of the biggest gains for the Town was in the hotel and meals tax. When, in January 2010, the Town employed a state law entitling it to raise its meal/hotel tax revenues. Consequently, the actual revenue from this tax almost doubled from FY 2010 – FY 2011, rising from \$474,858 to \$915,991. These revenues do not appear to be decreasing in FY 2012. As of February 13, 2012 the Town had collected \$326,817.19 in Hotel Tax and \$233,697.41 in Meals Tax totaling \$560,514.60. This represents one half of the year. A conservative estimate is that the Meal/Hotel tax revenue for FY 2012 will approach \$1,000,000, an increase over the FY 2011 receipts of \$915,991. The Hotel/Meals tax revenue provides

¹ Assume 10 years of service and bachelor's degree

² Assume 15 years of service and bachelor's degree

a continuing and repeating income to the Town. The Panel concludes that in addition to acknowledging that the Town had substantial unrestricted funds in its Free Cash and Stabilization Fund, the Hotel/Meals tax revenue could fund the Union's proposals.

Award – Wages/Duration

There will be a three (3) year contract covering July 1, 2010 to June 30, 2013, with a wage increase of 0% effective July 1, 2010, a wage increase of 1% effective July 1, 2011 and 2% effective June 30, 2012 (the last day of FY 2012), and a wage increase of 2% effective July 1, 2012 and 1% effective June 20, 2013 (the last day of FY 2013).

Personal Days

Union's Position

The Union seeks to increase the number of personal days (Article VI, Section 2) from two to four. The Union argued that because Seekonk officers trail their peers in pay, it is appropriate that the panel award them four personal days, which is slightly higher than the average of the Town and the Union's comparables. The average number of personal days enjoyed by officers in both the Union's and the Town's universes is three. Because the Union will continue to lag in pay even if its wage proposal is granted, the Union proposes that it is appropriate for the panel to award the union one more personal day than the average.

Town's Position

The Town contends that the Seekonk officers should continue to receive two personal days per year. This is the same amount received by Somerset officers and one less than Norton officers receive. Although Swansea officers receive four personal days, the contract reflects that those days were granted in part "in lieu of one-half (1/2) day leave for the shift working during any period of time off granted prior to Christmas Day, New Year's Day, Good Friday or any other such time off granted to Employee of the Town who are not members of the Bargaining Unit". The Town assessed the cost of the Union's proposal as \$10,752.00.

Discussion

A review of the Town's comparable communities reflects that Somerset is the only other town besides Seekonk in which officers receive two personal days; Norton officers receive three personal days, Swansea officers receive four personal days and

³ Assume 20 years of service and bachelor's degree

Rehoboth officers receive five personal days. The Panel concludes that it would be appropriate for the Seekonk officers to increase the number of personal days from two to three.

Award – Personal Days

The number of Personal Days (Article VI, Section 2) will be increased from two to three days.

Detail Pay Rate

Union's Position

The Union seeks to change the rates of pay for "Town Details" and "Private Details" which are discussed in relevant part in:

Article XII, Section 1 – Special Details:

Special details shall include all work performed that is not paid directly from a Police Department budget appropriate. Any bargaining unit member who is assigned to a special detail shall be compensated at the following rate:

Effective upon ratification - \$40.00 per hour

All Town details, i.e. Town school events, Town DPW, etc. shall be at the rate of \$30.00 per hour. Effective 7/01/09, that rate shall be \$31.00 per hour....

The Union proposal:

For "Town Details" - 1.5 times the officer's rate and
For Private Details – Change rate to 1.5 times the rate of a top step patrol officer with a master's degree (currently \$44.88).

The Union, noting that under the expired contract "Town details" are paid at the rate of \$30.00 per hour, and private details are paid at \$40.00 per hour, proposed changing the method of computation for the detail rate to one that reflects officer base pay instead of a set dollar amount. For "private details", the Union's proposal of 1.5 times the rate of a top step patrol officer with a master's degree would result in a current rate of \$44.88, which is less than the \$45.00 that the town offered during negotiations. The average detail rate of the Union's comparables is \$41.15. Because the officers in Seekonk lag their counterparts in pay rate, the Union proposed that an award of a detail rate slightly higher than the average is appropriate. The private detail rate is not paid by the Town, but by the third party who contracts with the town for police coverage. The Town earns money on each private detail worked, and by statute charges a 10%

premium on all details billed, to offset the administrative costs (MGL. c. 44, Section 53C). The ability of the Town to generate revenue from the private details, coupled with the low wages paid the Seekonk officers justifies the grant of this proposal.

For "Town details", the Union proposed that officers be paid at their overtime rate. The Union pointed out that because "Town detail" work is not covered by the partial exemption to the FLSA afforded by section 7(p)(1), the Town may not pay officers less than the applicable overtime rate when performing Town details. The Union's proposal to pay Town details at the officer's overtime rate is designed to ensure FLSA compliance. The hourly rate for a 1st class officer is \$23.85 for whom the overtime rate is \$35.78. At the current \$30.00 rate for Town details, the Town risks FLSA violations for every detail worked. Because the only employer in a Town detail is the Town, the FLSA requires this outcome.

Town's Position

Although the Town does not pay officers for private details out of Town funds, the Town is concerned about the Town's private detail proposal for several reasons. First, the amount of the increase from the present rate would be quite substantial and will negatively affect local business during a time when the Town needs those businesses to thrive. Additionally, the Chief testified about his concern that the officers would be "pricing themselves out of the market". Under the Union's proposal, the rate for private details would be converted from a flat rate to 1.5 times the rate of a top step patrol officer with a master's degree. Not only would this mean an immediate increase in the hourly rate to \$44.88, it also would result in the private detail automatically increasing whenever an increase in the base wage is given. Using the Union's current wage proposal of 3% in FY 2012 and 3% in FY 2013 this would mean that effective July 1, 2012 the new rate would actually be \$47.44 or an overall increase of \$7.44 an hour. Moreover, the rate the Union is seeking is not in line with what the vast majority of the comparable communities are charging. The current private detail rate of \$40.00 is the same rate paid by Swansea, close to the \$41.00 rate paid by Somerset and not far off from the \$42.83 paid by Norton. On Rehoboth, at the rate of \$48.00, pays officers the kind of rate the Union is seeking.

Additionally, the Union is also proposing an increase in the Town detail rate from the current flat amount of \$31.00 per hour to a variable amount of 1.5 times each officer's overtime rate. The switch from the current flat rate system to a percentage based system would cause the rate to vary depending on which officer worked the detail

and as a result, would cause significant administrative issues for the Town. Depending on whether or not an officer is eligible for Quinn Bill benefits, this proposal by the Union would result in a variety of different Town detail rates depending upon which officer is ultimately assigned to work it. Further, since Town details are paid out of the budgets of the various Town departments that request them, the Union's Town detail proposal would dramatically increase the cost to those departments for such details. Moreover, the amount of the rate increase being sought exceeds what any of the comparable communities are paying. The current Town detail rate of \$31.00 is similar to the \$34.00 rate paid by Somerset and Swansea, and even the Rehoboth rate is only \$35.00.

Discussion

The Panel is in agreement with the Union that Town details should be made akin to all overtime worked by police officers and supports changing the Town detail rate from \$30.00 per hour to payment of officers at their overtime rate. For the private detail rate, the Panel determined that the current rate of \$40.00 per hour should be increased to a flat fee of \$44.00 per hour. The Panel felt that this amount was significantly higher than the average rate of the Union's comparables (\$41.15), and felt that a flat fee would keep the Seekonk officers' competitive and would be administratively easier to handle than the Union's proposed rate of 1.5 times the rate of a top step patrolman with a master's degree.

Award – Detail Pay Rate

In Article XII, Section 1, Town Details will be paid at 1.5 times the officer's rate and Private Details will be paid at the rate of \$44.00 per hour.

Temporary Shift Assignments

Town's Position

The Town proposed adding the following language to the end of Article III, Section 4:

"Notwithstanding the other provisions of this Article, the Chief of Police may establish alternate work shifts to assist in the coverage of temporary vacancies created by retirements, resignations or terminations or by military, injury, FMLA, maternity or other leave periods that are expected to exceed thirty (30) calendar days in duration. In such instances, the Chief may temporarily reassign an officer to alternate work shift hours established by the Chief for the period of the temporary vacancy. A minimum of two (2) weeks notice will be provided to the officer prior to any such temporary reassignment taking place."

The Town is seeking language that is designed to help the Police Chief address long term temporary staffing shortages that arise in the Department due to military leave, FMLA leave, injury leave etc. It would apply to temporary vacancies only and would help the Chief to be able to better manage the overtime costs these situations create. All of the comparable communities, Somerset, Norton, Swansea and Rehoboth, have contractual language that afford their respective chiefs with some ability to address temporary staffing shortages either in the form of split shifts or temporary reassignment powers.

Union's Position

Chief Charon testified that the Town's proposal on shift reassignments was intended to address staffing issues that are caused by temporary vacancies in excess of thirty (30) days. The Union does not oppose allowing the chief greater flexibility in this area. The Union requested that the Panel modify the proposal to make clear that temporary vacancies caused by "retirements, resignations or terminations" as opposed to those that are caused by an officer on leave, will be subject to the chief's right to reassign so long as the "Town takes reasonably prompt action to fill the vacancy". In other words, if the vacancy is caused by an officer leaving the department, the Town will not delay in filling that position.

Discussion

The Panel, along with the Union, acknowledges the Police Chief's need for greater flexibility to address staffing issues that are caused by temporary vacancies in excess of thirty calendar days. However, the Panel also recognizes the Union's concern that the proposal be modified to clarify that temporary vacancies caused by "retirements, resignations or terminations" as opposed to those that are caused by an officer on leave, will be subject to the Chief's right to reassign so long as the "Town takes reasonably prompt action to fill the vacancy".

Award – Temporary Shift Reassignments

The following language will be added to the end of Article III, Section 4:

"Notwithstanding the other provisions of this Article, the Chief of Police may establish alternate work shifts to assist in the coverage of temporary vacancies created by retirements, resignations or terminations that are expected to exceed thirty (30) calendar days in duration. In such instances, the Chief may temporarily reassign an officer to alternate work shift hours established by the Chief for the period of the temporary vacancy so long as the Town takes reasonably prompt action to fill the vacancy. A minimum of two (2) weeks notice will be provided to the officer prior to any such temporary reassignment taking place."

Clothing Allowance

Union's Position

Article X, Section 1 – Clothing Allowance states:

All members of the bargaining unit shall be granted an annual Clothing Allowance of \$500.00 to be paid on the first pay period of the Fiscal Year.

The Union seeks to change the language of Section 1 by increasing the annual Clothing Allowance from \$500 to \$650 and adding reimbursement as an option. The Union argued that this proposal is a modest increase in clothing allowance from \$500 to \$650 per year, an amount that was tentatively agreed to by the Town during negotiations, although subsequently withdrawn by the Town Administrator. This modest proposal would not even bring Seekonk to the average of comparable communities. When the current clothing allowance is combined with the contract's cleaning allowance, the \$825.00 received by Union members is \$571.15 less than the \$1,396.15 average of the comparable communities. If the Union's proposal is granted, that gap shrinks to \$421.15, still dramatically 50% less than the average of the comparables. The fact that the Town had tentatively agreed to this modest increase also favors acceptance by the Panel.

Town's Position

The Union has requested that the uniform/cleaning allowance (\$825.00 in total) be raised per employee. No evidence was offered by the Union, however, to demonstrate that the current amount of \$825.00 is somehow insufficient to meet the uniform/cleaning costs that officers must incur on an annual basis. For this reason alone the Union's proposal should be rejected. Additionally, the Union's proposal would cost the Town just shy of \$10,000 overall and would add approximately \$5,000 per year to the Department's budget. By itself, this proposal might seem affordable, but in light of the Union's other economic proposals; it is an increase that the Town cannot afford at this time. Also, while the current uniform/cleaning allowance is lower than what the comparable towns are paying, the Town's much higher longevity benefit more than makes up for any disparity.

Discussion

A review of the Town's comparables indicates that Seekonk's clothing/cleaning allowance at a total of \$825.00 is significantly below the average of \$1220. The clothing/cleaning allowance provided by Norton to its officers is \$1,550, by Rehoboth is

\$1,575, by Somerset is \$1,100 and by Swansea is \$1050. The clothing allowance sought by the Union is reasonable and the Town can afford to pay these costs.

Award – Clothing Allowance

The annual Clothing Allowance to all members of the bargaining unit, as described in Article X, Section 1, is to be increased from \$500 to \$650 and reimbursement is to be added as an option.

Bi-weekly payroll

Subsequent to the hearing in this matter, the parties reached an agreement and the Union agreed to accept the Town's proposed bi-weekly pay and to withdraw its unfair labor practice charge.

Award – Bi-weekly Payroll

The Union has agreed to accept the Town's bi-weekly pay proposal.

Education Incentive

Union's Position

The Union proposed to modify Article VII, Section 4 – Incentive Pay as follows:

All employees receiving a benefit under the Quinn Bill, G.L. c.41, Section 108L, shall continue to be paid said benefit pursuant to the current contract language.

Employees hired after 7/1/2009, or otherwise not eligible for participation in the "Quinn Bill", shall be entitled to the following educational benefit:

- 5% for an Associate's Degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement;
- 10% for a Baccalaureate Degree in law enforcement;
- 12.5% for a Master's Degree in law enforcement or law.

The Union noted that for many years Seekonk was able to attract quality applicants in part due to its ability to offer educational incentives to new hires. Under the Quinn Bill, MGL c. 41, Section 108L, officers received base wage increases for the receipt of college degrees in law enforcement or law. In 2009, the General Court amended the Quinn Bill to exclude any officers hired after July 1, 2009 and also any then current officers not enrolled in an eligible program by September 1, 2009.

The Union's proposal would provide new hires (and currently ineligible officers who acquire a qualifying degree) with an educational incentive equal to one half of the benefit conferred by the full Quinn Bill. The Union's proposal would allow the Town the ability to attract more qualified applicants, and would lessen the impact of the disparity in benefits within the bargaining unit caused by the state's closure of the Quinn Bill to new hires. Chief Charon testified that he would like the ability to offer an educational incentive to potential hires, as many surrounding communities were doing. The provision of an educational incentive to potential new hires will attract better candidates and will prevent Seekonk from becoming a "stepping stone" department. The Town has the ability to pay this modest proposal.

Town's Position

It is the Town's position that the Union's Quinn Bill proposal is beyond the scope of the Panel's authority in light of the provisions of G.L. c. 150E, Section 7(d) Chapter 27 of the Acts of 2009 and the Supreme Judicial Court's decision in Adams v. City of Boston in which the Court found that the City of Boston was only obligated by Section 108L to pay its 50% share of the Quinn Bill plus whatever reimbursement amounts, if any, it received from the Commonwealth for the Commonwealth's 50% share. See 461 Mass. 602 (2012). Since neither the Quinn Bill nor Chapter 27 of the Acts of 2009 are statutes that are mentioned in G.L. c. 150E, Section 7(d) as being subordinate to the terms of a collective bargaining agreement, the Town cannot be compelled by the Panel to provide a greater benefit to officers than that which is set out in the relevant statutes.

The Town further asserted that even if the Panel did have the authority to award the Union's proposal, there is absolutely no evidence in the record that a similar benefit exists in any of the comparable communities. The cost of adding this benefit for the currently ineligible employees would at the current wage rates be approximately \$14,360.00 for FY 2012 and approximately \$14,939.00 for FY 2013 for a total cost to the Town of \$29,299.00.

Discussion

The Panel has the authority to award the Union's proposal. The Panel, appointed by the JLMC, derives its authority from the contract and not the statutes. The statutes do not prohibit the Town and the Union from negotiating about an educational incentive for the police officers who are not eligible for participation in the Quinn Bill. The Panel steps into the shoes of the parties who have reached impasse in determining an appropriate resolution between the parties.

The Panel finds that the Union's modification of Article VII, Section 4 that, in addition to maintaining the Quinn Bill benefit for those employees currently receiving those benefits, would provide an educational incentive benefit for employees hired after July 1, 2009 or otherwise not eligible for participation in the Quinn Bill. The Union's educational incentive would provide new hires (and currently ineligible officers who acquire a qualifying degree) with an educational incentive equal to one half of the benefit conferred by the full Quinn Bill. Currently there are three officers who would be potentially affected. The Town has had a history of providing educational incentives to the police officers. It is noteworthy that Chief Charon testified that he would like the ability to offer an educational incentive to potential hires, as many surrounding communities were doing. As the Union pointed out, such a provision would encourage an educated and well-rounded police force and reduce disparities within the bargaining unit. The Panel has also concluded that the Town has the ability to pay this proposal.

Award – Education Incentive

The Panel has awarded the Union's Education Incentive proposal modifying Article VII, Section 4 in the following manner:

All employees receiving a benefit under the Quinn Bill, G.L. c.41, Section 108L, shall continue to be paid said benefit pursuant to the current contract language.

Employees hired after 7/1/2009, or otherwise not eligible for participation in the "Quinn Bill", shall be entitled to the following educational benefit:

- 5% for an Associate's Degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement;
- 10% for a Baccalaureate Degree in law enforcement;
- 12.5% for a Master's Degree in law enforcement or law.

Summary of Award

Award – Wages/Duration

There will be a three (3) year contract covering July 1, 2010 to June 30, 2013, with a wage increase of 0% effective July 1, 2010, a wage increase of 1% effective July 1, 2011 and 2% effective June 30, 2012 (the last day of FY 2012), and a wage increase of 2% effective July 1, 2012 and 1% effective June 20, 2013 (the last day of FY 2013).

Award – Personal Days

The number of Personal Days (Article VI, Section 2) will be increased from two (2) to three (3) days.

Award – Detail Pay Rate

In Article XII, Section 1, Town Details will be paid at 1.5 times the officer's rate and Private Details will be paid at the rate of \$44.00 per hour.

Award – Temporary Shift Reassignments

The Town's proposal for Temporary Shift Reassignments, with certain modifications, is awarded. The following language will be added to the end of Article III, Section 4:

"Notwithstanding the other provisions of this Article, the Chief of Police may establish alternate work shifts to assist in the coverage of temporary vacancies created by retirements, resignations or terminations that are expected to exceed thirty (30) calendar days in duration. In such instances, the Chief may temporarily reassign an officer to alternate work shift hours established by the Chief for the period of the temporary vacancy so long as the Town takes reasonably prompt action to fill the vacancy. A minimum of two (2) weeks notice will be provided to the officer prior to any such temporary reassignment taking place."

Award – Clothing Allowance

The annual Clothing Allowance to all members of the bargaining unit, as described in Article X, Section 1, is to be increased from \$500 to \$650 and reimbursement is to be added as an option.

Award – Bi-weekly Payroll

The Union has agreed to accept the Town's bi-weekly pay proposal.

Award – Education Incentive

The Panel has awarded the Union's Education Incentive proposal modifying Article VII, Section 4 in the following manner:

All employees receiving a benefit under the Quinn Bill, G.L. c.41, Section 108L, shall continue to be paid said benefit pursuant to the current contract language.


Employees hired after 7/1/2009, or otherwise not eligible for participation in the "Quinn Bill", shall be entitled to the following educational benefit:

- 5% for an Associate's Degree in law enforcement or 60 points earned towards a Baccalaureate degree in law enforcement;
- 10% for a Baccalaureate Degree in law enforcement;
- 12.5% for a Master's Degree in law enforcement or law.

Respectfully submitted this 8th day of June, 2012,


Judith Robbins, Management Representative


Kenneth Scanzio, Union Representative


Sherrie Rose Talmadge, Neutral Arbitrator

Sherrie Rose Talmadge, Esq.
Post Office Box 990634
Prudential Post Office
Boston, MA 02199
srtalmadge@aol.com

June 8, 2012

Bryan Decker, Esq.
Sandulli Grace, P.C.
44 School Street, Suite 1100
Boston, MA 02108

Joseph S. Fair, Esq.
Kopelman & Paige, P.C.
101 Arch Street 12th Floor
Boston, MA 02110

RE: Local 215, Massachusetts Coalition of Police
And the Town of Seekonk
JLMC-11-04P

Dear Attorney Decker and Attorney Fair:

I have sent to you via email the MCOP, Local 215 and Town of Seekonk Interest Arbitration Decision and Award along with my Invoice.

Please let me know if you have any difficulty opening the Award.

It has been a pleasure working with you, and I look forward to working with you again.

Thank you.

Sincerely,



Sherrie Rose Talmadge, Neutral Chair
Arbitrator

Attachment: Decision and Award, Invoice

Cc: Judith Robins, Management Representative
Kenneth Scanzio, Union Representative
Richard Reilly, JLMC Chair
Julia E. Fahey, JLMC Senior Staff Representative for Labor
Sandra Charton, JLMC Senior Staff Representative for Management

**MEMORANDUM OF AGREEMENT
BETWEEN
TOWN OF SEEKONK
AND
MASSACHUSETTS COALITION OF POLICE, LOCAL 215**

WHEREAS, the Town of Seekonk ("Town") and the Massachusetts Coalition of Police, Local 215, ("Union") are parties to a Collective Bargaining Agreement ("CBA") that expired on June 30, 2010;

WHEREAS, the parties engaged in negotiations for a successor CBA, but were unable to reach an agreement;

WHEREAS, the matter was eventually submitted to arbitration before the Joint Labor Management Committee ("JLMC") and a hearing was held on February 27, 2012 before a panel of arbitrators ("Panel") appointed by the JLMC;

WHEREAS, the Panel issued its Decision and Award ("Award") on June 8, 2012;

WHEREAS, the Town advised the Union that it was contemplating filing an appeal of the Award;

WHEREAS, the parties subsequently engaged in discussions regarding the Award and the implementation of same in an effort to avoid the further litigation costs and expenses that an appeal by the Town would bring;

WHEREAS, the parties have now reached a resolution of this matter and have agreed to substitute this Agreement for the Award;

NOW THEREFOR, the parties hereby agree as follows:

1. Notwithstanding any contrary provision of the Award, the parties agree that the base wages increases to be provided for under the new CBA which will cover the period of July 1, 2010 to June 30, 2013 shall be as follows:

Effective July 1, 2010 – 0% increase
Effective July 1, 2011 – 1% increase
Effective June 30, 2012 – 2% increase
Effective July 1, 2012 – 1% increase
Effective June 30, 2013 – 2% increase

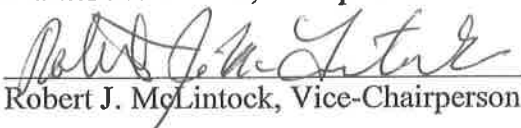
2. The parties agree that the effective date for the increase in the number of personal days under the new CBA as described in the Award shall be July 1, 2012.

3. The parties agree that the effective date for the increase in the Town detail rate under the new CBA as described in the Award shall be the date that the Agreement is funded by Town Meeting.
4. The parties agree that the effective date for the increase in the private detail rate under the new CBA as described in the Award shall be October 15, 2012.
5. The parties agree that the effective date for the temporary shift reassignment provision under the new CBA as described in the Award shall be the date that the Agreement is funded by Town Meeting.
6. The Union acknowledges that it agreed to accept the Town's bi-weekly pay proposal and further, that the parties subsequently reached a side agreement concerning the unfair labor practice charge on the subject that the Union filed against the Town in MUP-11-6222 that calls for the Union to withdraw said charge. To the extent the Union has not already done so, it will withdraw its charge forthwith.
7. The parties agree that the effective date for the increase in the clothing allowance under the new CBA as described in the Award shall be July 1, 2010.
8. The parties agree that the effective date for the education incentive provision under the new CBA as described in the Award shall be July 1, 2012.
9. It is understood and agreed that with the exception of the private detail rate increase in paragraph four (4) above and the bi-weekly pay provision in paragraph six (6) above, none of the other terms of this Agreement will be implemented unless and until Town Meeting votes in favor of funding the terms of same.

For the Town of Seekonk,
By its Board of Selectmen,

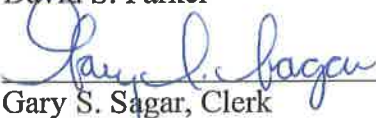


Francis M. Cavaco, Chairperson



Robert J. McLintock, Vice-Chairperson

David S. Parker



Gary S. Sagar, Clerk

Dated: 8/8/12

For MCOP, Local 215



Lt. David Dyson, President

Dated: _____

456051/26500/0058